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DEPARTMENT OF JUSTICE

EXHIBIT A

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TO REGISTRATION STATEMENT

REGISTRATION SECTION Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant PEKAO TRADING CORPORATION 225 Park Avenue South, New York, N.Y. 10003	2. Registration No. 817
3. Name of foreign principal BANK POLSKA KASA OPIEKI, S.A.	4. Principal address of foreign principal ul. Mazowiecka 14 Warsaw - POLAND

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☐ Foreign or ☒ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

No

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

No

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

All Bank business and also selling materials and Real Estate

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal.. Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Bank Polska Kasa O^rieki S.A. is a Corporation carried by its officers and Board of Directors.

Subject to the Banking rules and regulations issued by the Finance Ministry of Poland.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Stockholders and Board of Directors.

Date of Exhibit A February 27, 1970	Name and Title Edward A.Kurmel, President	Signature 
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RECEIVED
DEPARTMENT OF JUSTICE
UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

MAR 9 9 50 AM '70

EXHIBIT B

REGISTRATION SECTION

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
PEKAO TRADING CORPORATION	BANK POLSKA KASA OPISKI S.A.

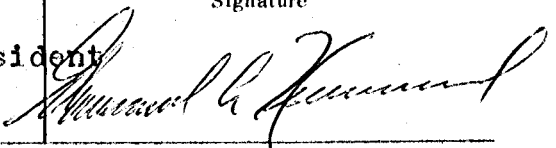
Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
February 27, 1970	Edward A. Kurnel, President	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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THIS AGREEMENT made this 17th day of September, 1965,
between BANK POLSKA KASA OPIEKI S.A., a corporation created
under the laws of the Republic of Poland / hereinafter referred
to as " Bank ", maintaining an office at 11/21 Swietokrzyska
Street, Warsaw, Poland, and PEKAO TRADING CORPORATION, a
corporation created under the laws of the State of Delaware,
United States of America / hereinafter referred to as " Pekao ",
maintaining an office at Room 443, 25 Broad Street, New York 4,
New York.

EXPLANATORY STATEMENT

Pekao is engaged in the business of selling in the
United States, both directly to senders and at wholesale to
dealers, commodities in standard parcels, groups or units
for delivery from stocks in Poland to recipients in Poland.
Bank is an institution created under Polish law and under that
law authorized to enter into mercantile transactions among
others. This agreement covers the relationship between Bank
and Pekao with respect to the above mentioned commodities.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH :

I. This agreement as of its effective date,
January 1st, 1966, shall supersede and replace all prior
agreements between the parties hereto.

II. Bank agrees to fill orders received by
Pekao from any and all persons, wherever located, with the
understanding however that Pekao will limit its promotional
activities to the United States of America and will not
actively solicit orders from any other area without the prior
written consent of the Bank. With the further understanding
that the Bank's agreement to fill orders placed by Pekao is
non-exclusive, Bank agrees to sell to Pekao and Pekao agrees

to purchase from Bank, standard parcels, groups or units /hereinafter collectively referred to as " Parcel " or " parcels " of livestock, foodstuffs, machinery and articles of merchandise / hereinafter collectively referred to as " materials " / as follows :

/a/ Pekao and Bank shall from time to time agree upon the quantity, type and quality of materials to be sold as a parcel. The parties agree that Pekao Forms , copies of which are attached hereto and made a part hereof to the same extent as if set forth in full herein, and hereinafter collectively referred to as Exhibit A, list and describe all of the agreed parcels as of the date hereof. Bank also agrees without additional charge to furnish to Pekao upon request reasonable quantities of descriptive literature, photographs, advertising copy and like information, and samples where feasible of the materials constituting agreed parcels. Bank agrees without additional charge to advertise in reasonable scope Pekao parcels and Pekao's business in Poland.

/b/ /1/ At the time each parcel is agreed upon as in subparagraph /a/ above provided, the Bank and Pekao shall agree upon the price to be paid therefor by Pekao /hereinafter referred to as " distributor's price"/, which price shall include cost of delivery and insurance. As a matter of convenience in accounting between Pekao and its dealers and between Bank and Pekao, Pekao utilizes its own retail prices in keeping its records and computes the amount due from dealers or to Bank in terms of a percentage of the retail price. Bank agrees that the distributor's price for any parcel agreed upon as herein provided shall be adjusted upward or downward, at the option of Pekao, by such amount not exceeding ten /10%/ cents as is necessary to bring the Pekao retail

price to a round figure.

/2/ In addition to orders for ^{such} standard parcels, Bank agrees to accept orders for stated sums of money under which the selection of the type of parcel is left to the recipient /hereinafter referred to as " for selection " orders/. Such orders shall obligate the Bank to deliver from available stocks such items as the recipient may designate at the prices in effect at the time the designation is made. In order to facilitate the selection of merchandise for the recipient, Bank may deliver to the recipient a " merchandise certificate " in the amount stated in the order, which certificate shall be redeemed by the Bank. Upon presentation for such items of merchandise from available stocks, the person presenting the " merchandise certificate " may designate up to the face value of the certificate at the prices in effect at the time the designation is made. At the time when the recipient will be notified that the value of the " for selection " order is being placed at his disposal for selection of merchandise or when the recipient will receive the above mentioned " merchandise certificate ", the Bank will obtain from him acknowledgment that he has received such notice or such certificate and accepts Bank's responsibility for the delivery of the merchandise. The Bank shall furnish copy of such receipt to Pekao. Upon delivery by Bank to Pekao of such receipt, Bank shall be responsible solely to the recipient or, in the event of his death, his legal successors and shall be deemed to have performed its obligations under this contract to Pekao. It is specifically understood that the Bank will make no cash payment whatsoever to any recipient whether of a " for selection " order or of a standard parcel.

Pekao shall not perform during its cooperation with the Bank any activity which may contravene the currency regulations being in force in Poland.

/3/ The distributor's price for both specific parcel orders and " for selection " orders, regardless of amount, shall be eighty-six /86% / per cent.

In the calendar year 1966, in the event that Pekao sales shall exceed base sales as hereinafter defined for such year, the Bank shall pay to Pekao as an incentive rebate an amount equal to two /2% / per cent of such excess sales. It being the intention of the parties that this incentive rebate shall be utilized by Pekao to stimulate its business. It is further understood, however, that in no event shall said incentive rebate be less than Twenty Thousand / \$20,000 / Dollars, regardless of whether or not Pekao's sales for the year 1966 exceed the said base. The sales volume of Four Million Five Hundred Fifty Thousand One Hundred Thirty-Eight and 24/100 / \$4,550,138.24 / Dollars plus thirty three and one third / 33 1/3% / per cent of the amount by which 1965 sales shall exceed 1964 sales, if any shall constitute the base on which the incentive rebate for the year 1966 will be calculated.

/4/ In connection with the " for selection " orders, Pekao shall make a handling charge to its customers in an amount to be mutually determined by Bank and Pekao, and will be shown yearly in its price lists and other printed materials.

As compensation for the additional work involved in handling " for selection " orders, Pekao shall pay to the Bank the additional sum of fifty /50¢ / cents for each such order which is Twenty / \$20.00 / Dollars or

less ; One / \$1.00/ Dollar for each such order which is over Twenty / \$20.00/ Dollars but not in excess of Fifty / \$50.00/ Dollars; One and 25/100 /\$1.25/ Dollars for each such order which is over Fifty / \$50.00/ Dollars but not in excess of One Hundred / \$100.00/ Dollars; and One and 50/100 / \$1.50/ Dollars for each such order which is over One Hundred /\$100.00/ Dollars.

/c/ Without Pekao's consent, no change shall be made in the quantity, type or quality of materials constituting a parcel, or in the price to be paid therefor by Pekao, until twenty /20/ days after receipt by Pekao of notice in writing from Bank that such a change is desired, nor shall any such change relate to orders received by Bank prior to the expiration of said twenty /20/ day period even though not delivered until after the expiration of such period. If the parties are unable within the twenty /20/day period to agree concerning the requested change, the parcel involved shall not be considered an agreed parcel after the end of said twenty /20/ day period.

/d/ /1/ Except as the procedures set forth in this subparagraph /d/ /1/ are changed by correspondence or other writing confirmed by both parties, transmittal of orders shall be handled as follows: Orders shall be transmitted to Bank by Pekao on a manifest, setting forth for each the name and address of the sender, and of the recipient /where available, the name of recipient's father/, the type parcel, and the agreed price for the parcel, or, in case the sender has left selection of the type parcel to the recipient, a statement of that fact and of the total amount available to recipient, together with a summary, in duplicate, showing the order numbers of the

orders detailed on the manifest. Orders may be also transmitted by cable, but if so, shall be confirmed by inclusion on the next manifest forwarded, in which case, an appropriate notation shall be made on the manifest to indicate that the parcel order involved has been previously transmitted by cable. Bank shall endorse each page of the summary with the following certificate, which shall be signed by a responsible official of the Bank :

" The orders referred to herein are accepted for delivery. Regarding any orders for merchandise which cannot be delivered for any reason whatsoever, Pekao Trading will be notified and a credit note for the amount in question will be forwarded simultaneously by the Bank ", and shall return one copy of the summary to Pekao.

/2/ Bank shall promptly after receipt of an order, make or cause to be made, delivery of the ordered parcel to the recipient named in the order either by mail, by direct delivery to the home of the recipient, by delivery to the nearest railroad station, or by notifying the recipient that parcel has been made available to him at the order of the sender /naming him/ and that it may be obtained by calling at the place stated in the notice. Except as points of delivery are set forth for particular parcels in Exhibit A hereto, the choice of method of delivery shall be at the option of the Bank. Bank shall obtain from recipient of a specific parcel order a receipt evidencing delivery and, as promptly as may be consistent with proper entry on its books of account, shall forward the receipt to Pekao. If any specific parcel order has not been delivered to the recipient within ninety / 90/ days

from the receipt of the order by Bank, Pekao may cancel such order by notice in writing addressed to the Bank, provided, however, that no such notice of cancellation shall be binding upon Bank until thirty /30/ days after actual receipt by the Bank of Pekao's cancellation notice.

/3/ If the recipient of a " for selection " order dies before having signed the receipt provided for in subparagraph /b/ /2/ hereof, or if the recipient of an order for a specific parcel dies before having evidenced delivery of the specific parcel to him by signing a receipt therefor, Bank shall notify Pekao and withhold delivery under such order until further advice by Pekao. If /i/ within thirty /30/ days Bank is unable to locate the recipient named in a " for selection " order, or /ii/ the recipient of a notice that a specific parcel is available for delivery to him fails or refuses to take delivery of his parcel for a period of thirty /30/ days after said notice is forwarded to him by mail, or /iii/ the recipient of a notice concerning a "for selection" order fails or refuses to sign a receipt in the form as provided for in subparagraph /b/ /2/hereof covering such order, then, and in any such event, Bank shall notify Pekao and withhold delivery of any such order until receipt of further instructions from Pekao.

/4/ In the event of the cancellation of an order prior to its delivery by the Bank, Bank shall promptly refund the entire sum received by it. However, if the cancellation resulted from an event not caused by Bank, Bank shall receive the sum of One / \$1.00/ Dollar for each such cancelled order.

/e/ Bank shall cause each parcel delivered by other than its own agents or employees to be insured against loss in transit by water, fire, theft or other cause in the amount of the agreed price of the parcel. All claims by recipients for damaged or defective materials shall be adjusted by Bank without charge to Pekao. In the event Bank and recipient are unable to reach a satisfactory adjustment of any such claim, Bank shall, upon return of the parcel, deliver to recipient a receipt therefor in duplicate and shall transmit to Pekao one copy of such receipt with the statement endorsed thereon that the order in question has been cancelled.

/f/ Payment of the agreed price for each parcel ordered shall be made by Pekao transferring to the Bank simultaneously with the forwarding of each order manifest the amount in United States dollars / net New York funds/ equal to the distributor's price for all orders included in the manifest less the aggregate of credit memoranda for all orders cancelled or not accepted by Bank as hereinabove provided. Payments shall be made, unless Bank otherwise specifically directs, into Bank's account with the Irving Trust Company, One Wall Street, New York, and at the time of each such payment Pekao shall send Bank advice thereof showing the manifest or manifests covered by the payment and listing the amounts withheld or deducted therefrom.

/g/ The amounts indicated by Pekao in its orders shall be binding on Bank.

Pekao shall be responsible if on the basis of its erroneous indication in the order the erroneous quantity or type of merchandise will be placed at the disposal of the recipients.

III. The term of this agreement shall be for one /1/ year from the effective date hereof, and thereafter shall continue from year to year, for periods of one /1/ year, unless either party gives the other notice of termination sixty /60/ days prior to the end of any such year.

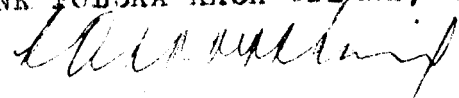
IV. Any claim, controversy or dispute arising out of this agreement shall be submitted to arbitration to be held in the place of residence, as stated in this agreement, of the party against whom the claim is made, by an arbitration court consisting of three /3/ persons, one to be appointed by each of the parties hereto and the third to be chosen by the two thus chosen. In the event of the failure or inability of the two thus chosen to agree upon a person to serve as super-arbitrator, the super-arbitrator shall be appointed by the President of the Polish Chamber of Foreign Commerce, Warsaw, Poland.

V. No modification of any of the terms of this agreement shall be valid unless in writing signed by the parties hereto.

VI. This agreement is executed in both the English language and the Polish language, but in the event of any discrepancy or conflict between the two versions, the Polish language version shall govern.

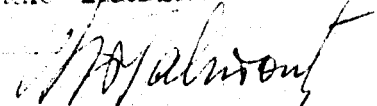
IN WITNESS WHEREOF, Bank Polska Kasa Opieki, S.A.
has caused this agreement to be executed by ZBIGNIEW
MASŁOWSKI, its General Manager, and the Pekao Trading
Corporation has caused this agreement to be executed
by WALTER TALMONT, its President, and its seal to be
affixed, all on the day and year first above written.

BANK POLSKA KASA OPIEKI, S.A.



By Zbigniew Masłowski, General Manager

PEKAO TRADING CORPORATION



By Walter Talmont, President

/SEAL/

